

SUBCONTRACT AGREEMENT

Agreement made the _____ day of _____, 1992 between
K. HOVNANIAN AT NEWARK URBAN RENEWAL CORP. III, INC.
ATTENTION: MARK VANSELOUS
10 HIGHWAY #35, P.O. BOX 500
RED BANK, N.J. 07701 (hereinafter called Developer) and:

ATTENTION:

(hereinafter called Prime Subcontractor).

WORK OR TRADE TO BE PERFORMED:

PRIME SUBCONTRACTOR INFORMATION

ON SITE REPRESENTATIVE: _____

BUSINESS PHONE: _____

EMERGENCY PHONE: _____

FEDERAL I.D. NUMBER: _____

VENDOR NUMBER: _____

JOB LOCATION: _____

In consideration of the promises, covenants, terms and conditions set forth herein, the Developer and Prime Subcontractor agree as follows:

1. GENERAL

Prime Subcontractor agrees to furnish, in accordance with the terms and conditions of this contract, all labor, materials and equipment in order to complete, in a first-class, workmanlike manner, the work set forth in Schedule A attached hereto and made a part hereof. Such work shall be performed in accordance with the plans and specifications set forth in Schedule B attached hereto and made a part hereof. NO DEVIATION FROM THE PLANS AND SPECIFICATIONS AFORESAID SHALL BE ALLOWED WITHOUT THE WRITTEN AUTHORIZATION OF THE DEVELOPER AS EVIDENCED BY A WRITTEN AMENDMENT TO THIS AGREEMENT. Details of the work which are not specifically covered herein or on the plans and specifications, but which are reasonably implied or are normally considered part of the job for that trade shall not be limited to the plans and specifications and shall be furnished at no extra cost as though it were specifically shown and mentioned in both the plans and specifications. In the event of discrepancies on the plans, written dimensions shall govern over scaled dimensions.

Prime Subcontractor represents that they have examined the drawings, specifications and model units, if applicable, and are familiar with all aspects thereof, including their relation to the specified work of the Prime Subcontractor described herein.

2. START WORK

Prime Subcontractor shall commence the work agreed to hereunder within two (2) days of receipt of written notice to proceed from the Developer. Time is of the essence in this Agreement. By executing this Agreement, Prime Subcontractor confirms that the completion date set forth in the "Master Schedule" is a reasonable period for performing the work.

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3. MANPOWER TO COMPLY WITH MASTER SCHEDULE

Prime Subcontractor agrees to supply sufficient and competent manpower to pursue the work required hereunder in a diligent manner so as to complete the work required hereunder within the time frame of the Developer's "Master Schedule" which shall be posted in the Developer's construction trailer and shall govern the sequencing and scheduling of all work performed on the project. Developer reserves the right to modify the "Master Schedule" from time to time to conform to accelerations, delays, suspensions, variances or other needs of the project and the Prime Subcontractor shall accelerate or vary its performance and/or sequencing of the work accordingly or as directed by Developer, without compensation to the Prime Subcontractor, except for an extension of time to complete the work for a period equal to the delay, suspension or variance, if any. Developer may demand that the Prime Subcontractor work overtime at no additional cost to Developer, if Developer determines that such work is necessary because the Prime Subcontractor's work is behind schedule. In the event the Developer determines the Prime Subcontractor's work is behind schedule, Developer shall have the further option of awarding all or a portion of the work to others and charge the cost of same to the Prime Subcontractor. If the Prime Subcontractor is delayed through no fault of its own, it shall within 24 hours of the commencement of the condition causing the delay so advise the Developer in writing. The Developer may grant Prime Subcontractor an extension of time for such reasonable time Developer determines Prime Subcontractor was delayed through no fault of its own. An extension of time is the Prime Subcontractor's sole and exclusive remedy for delay. Prime Subcontractor shall make no claim for and is not entitled to any damages due to delay. Failure to comply with the "Master Schedule" or Developer's directives relating thereto shall be considered a breach of this Agreement. The Prime Subcontractor shall not hinder or delay other subcontractors at the site. The Prime Subcontractor shall hold harmless and indemnify the Developer and pay all damages to all other subcontractors caused by the acts, omissions, interferences or delays of the Prime Subcontractor. If the Prime Subcontractor delays the work causing damages to the Developer, the Prime Subcontractor shall reimburse the Developer for all such damages. Any assent by the Developer to the delayed completion of the work shall not be construed as a waiver by the Developer of the obligations of the Prime Subcontractor to make good all damages caused by its delay. Weekly/bi-weekly meetings will be held in the field and attendance from Prime Subcontractor's On Site Representative is mandatory. Developer also reserves the right to require a principal of Prime Subcontractor to attend these meetings. Any and all safety related concerns, problems or ideas as well as weekly progress shall be discussed at this meeting held with the Prime Subcontractor's On Site Representative and run by Developer's Representative. Advance notice shall be given to the Prime Subcontractor's On Site Representative informing him of the time, date and location of the weekly/bi-weekly progress meetings so Prime Subcontractor can attend.

4. SUPERVISION AND COORDINATION

Prime Subcontractor's On Site Representative shall be present on the site at all times that Prime Subcontractor has employees on the site for the purpose of supervising their work, making decisions on behalf of the Prime Subcontractor and to coordinate Prime Subcontractor's work so as to eliminate or minimize interference with the work of other subcontractors working on the site. Prime Subcontractor recognizes the need for cooperation in scheduling the various component parts of the project and to that end agrees to coordinate its work with all other stages of, and other subcontractors on, the project as required. Should coordination problems arise, Prime Subcontractor's Representative shall immediately notify the Developer who shall resolve the coordination problem. Developer's decisions in this regard shall be binding on the Prime Subcontractor. If Prime Subcontractor's work is delayed or damaged by another subcontractor's interference, act or omission, Prime Subcontractor shall look solely to such other subcontractor for redress and not to the Developer.

5. QUALITY OF MATERIAL AND DEFECTS

5. Prime Subcontractor agrees that all materials and equipment furnished and installed shall be new unless otherwise specified, free from faults and defects, in conformance with the plans and specifications and must comply with the applicable construction codes of the local, state or federal agencies having jurisdiction. All materials and equipment shall be installed, applied, connected, operated, cleaned and conditioned as directed by manufacturer. All labor and installation shall be performed in the best and most workmanlike manner and consistent with the quality standards required by Developer and/or industry standards, by mechanics skilled in their respective trades. All materials, equipment, labor or installation not conforming to the requirements hereof shall be considered defective. In the event of defective materials, equipment, labor or installation, Prime Subcontractor agrees to correct such defect immediately upon receipt of written notice from the Developer. If, after 24 hours from the Prime Subcontractor's receipt of written notice from the Developer, Prime Subcontractor has not corrected such defect, then Developer may, without prejudicing or limiting any other remedy it may have, correct such defect and deduct the cost thereof from any payments then or thereafter due the Prime Subcontractor from Developer.

6. INDEMNITY AND INSURANCE

(A) Prime Subcontractor shall secure and maintain for the duration of the contract such insurance as will protect it from claims under the Worker's Compensation Statute for the state in which the work is located and from such claims for bodily injury, death or property damage as may arise in the performance of Prime Subcontractor's services under this Agreement, such coverage to be equal or greater than the minimum limits hereinafter set forth.

(B) The Prime Subcontractor hereby agrees to assume the entire responsibility and liability for any and all injuries or death of any and all persons and any and all losses or damage to property caused by or resulting from or arising out of any act, neglect or negligence, omission or agreement on the part of the Prime Subcontractor, its agents, officers, employees, subcontractors or servants in connection with this Agreement or with the prosecution of the work hereunder, whether covered by the insurance specified herein or not. Prime Subcontractor shall indemnify, defend and save harmless the Developer, its agents, officers, employees, affiliated entities (including but not limited to condominium associations established by Developer and its trustees and members) from any and all claims, losses, damages, fines or penalties, legal suits or actions including reasonable attorney's fees, expenses and costs which may arise out of any and all such claims, losses, damages, legal suits or actions for the injuries, deaths, losses and/or damages to persons or property.

(C) Without any limitation to the obligations set forth in subparagraph 6(B), Prime Subcontractor further agrees that Prime Subcontractor's indemnification to Developer hereunder shall extend to and include any imputed or vicarious liability of Developer arising from any acts, negligence, omission or agreement of Prime Subcontractor. By way of example, and not of limitation, if any acts, negligence, omission or agreement on the part of the Prime Subcontractor, its agents, officers, employees, subcontractors or servants in connection with this Agreement or with the prosecution of the work hereunder or otherwise causes or operates as a violation of the Federal Occupational Safety and Health Act 29 U.S.C. 651 et seq. ("OSHA") or similar or related laws, rules, regulations, codes, standards or requirements (regardless of whether the Developer, the Prime Subcontractor or others either jointly or severally are named as parties in any suit or proceeding relating thereto or actually receive a citation, summons, complaint, fine, violation or notice of violation for same, etc.), Prime Subcontractor shall indemnify, defend and save harmless the Developer, its agents, officers, employees, or affiliated entities (including but not limited to condominium associations established by Developer and its trustees and members) from any and all claims, losses, damages, fines or penalties, legal suits or actions including reasonable attorney's fees, expenses and costs which may be brought relative thereto be they for injuries, deaths, losses or damages to persons or property or be they related to or in any way involving claims based on or arising from actual or alleged violations of OSHA or similar or related laws, codes, standards, regulations, rules or requirements with which Developer becomes directly or indirectly involved. This indemnity from Prime Subcontractor shall extend to and include, but shall not be limited to, matters as to which Prime Subcontractor and Developer each may be alleged to be or found liable for negligence or other fault or liability arising from the same incident, accident or state of facts. However, this indemnity from Prime Subcontractor to Developer shall not be construed to extend to or include claims, losses, damages or expenses of any kind arising from the sole negligence of Developer.

(D) Prime Subcontractor shall assume and defend, at its sole expense, any suit, claim or legal or other proceedings for which indemnity is hereby required, with legal counsel subject to approval by Developer.

MINIMUM LIMITS OF INSURANCE COVERAGE

Worker's Compensation:	Statutory Per State Requirement
Comprehensive General Liability (Incl. contractual liability):	\$1,000,000 Combined Single Limit (CSL)
Automobile Liability:	\$500,000 Combined Single Limit (CSL)

Not less than three (3) days prior to commencing work, the Prime Subcontractor shall deliver to Developer, at the address shown on the first page hereof, an insurance certificate naming "K. Hovnanian Developments of New Jersey, Inc., its subsidiaries and affiliated companies" as an "additional insured" (not a certificate holder) evidencing the above specified coverages. The insurance certificates shall additionally waive the carriers' rights of subrogation as to the Developer, and shall provide that the insurance coverage will not be decreased, changed, terminated or cancelled without ninety (90) days prior written notice to Developer. It shall be the Prime Subcontractor's responsibility to renew insurance certificates as they expire and to deliver a copy of the renewal certificate to Developer at least ten (10) days prior to their expiration. Failure to maintain insurance coverage in accordance herewith shall constitute a breach of the Agreement and shall entitle Developer to withhold payments required hereunder or to suspend or terminate Prime Subcontractor.

7. SAFETY PRECAUTIONS

The Prime Subcontractor shall be responsible during its performance of the work required herein, for initiating, maintaining and supervising all safety precautions and programs required so as to prevent injury to all persons, property and the work. Prime Subcontractor shall be responsible for protecting against damage, injury or loss to:

1. All persons involved in the work and all other persons who may be in any way affected thereby; and
2. All the work, along with all materials and equipment to be incorporated in the work or utilized in the performance of the work whether in storage, on or off the site, under the care, custody or control of the Prime Subcontractor or any of its subcontractors, employees or other agents and all work being performed by others; and
3. Other property of any type or description located at or adjacent to the site, including trees, shrubs, lawns, roadways, structures, and utilities not designed for removal, relocation or replacement in the course of construction either by the Prime Subcontractor or by others.

By execution hereof, Prime Subcontractor represents and warrants that Prime Subcontractor: (a) has previously instructed or immediately upon execution hereof will instruct each of Prime Subcontractor's employees who will perform work hereunder in the recognition of unsafe conditions, as required by 29 CFR Part 1926.21 (b)(2); (b) has previously instructed or immediately upon execution hereof will instruct each of Prime Subcontractor's employees who will perform work hereunder in the regulations of the United States Occupational Safety and Health Administration ("OSHA") applicable to the employee's work environment, as required by 29 CFR Part 1926.21(b)(2) and work to be performed hereunder by Prime Subcontractor; (c) has currently or immediately upon execution hereof will commence and implement an appropriate hazard communication program, including hazard communication training, as required by CFR 1926.59 including Material Safety Data Sheets (MSDS) requirements as well as the proper labelling of the containers of all materials having hazardous components; (d) is familiar with the OSHA standards applicable to Prime Subcontractor's work and shall comply therewith; (e) will continue to instruct and train new employees of Prime Subcontractor performing work under this Subcontract Agreement as to the above and any other applicable OSHA rules and regulations and requirements throughout the period of time the Prime Subcontractor is performing work under this Subcontract Agreement; (f) will require each of its subcontractors who will be performing work on the subject project to supply to Prime Subcontractor a writing containing the same representations and warranties made above by Prime Subcontractor to evidence compliance by subcontractors with the obligations set forth above; and g) file a Safety Violation Report when applicable on the form provided by Developer. All work to be performed by the Prime Subcontractor shall be in accordance with all applicable federal, state, and local laws, ordinances, codes, rules and requirements bearing on safety of persons or property or their protection from damage, injury or loss. Prime Subcontractor is solely responsible for same. **NO PERSON UNDER THE AGE OF 18 IS TO BE ALLOWED ON THE CONSTRUCTION SITE.** Prime Subcontractor shall post all necessary danger signs and other warnings against hazardous conditions existing, or which might exist on the work site. Prime Subcontractor shall exercise due care under the circumstances in handling and storing all materials and equipment necessary for execution of the work and shall not load any part of the work material or equipment in any manner which would endanger its safety or the safety of persons or property. Prime Subcontractor shall install or post all necessary barricades around excavations or obstructions exposed to public traffic or which otherwise present a danger and shall protect such excavations from cave-in or collapse. All scaffolds, platforms, temporary floors, ramps, ladders and all temporary structures necessary for performing the work will be erected and maintained by the Prime Subcontractor so as to prevent injury or damage to persons, property or the work. Prime Subcontractor hereby indemnifies and holds Developer harmless for any and all claims, demands, lawsuits, costs, judgements, losses and liabilities including reasonable attorney fees of the Developer which in any way relates or is pertaining to breach of or negligence in performance of the work or the Prime Subcontractor's performance of duties required in this Paragraph or by law whether or not it is contended that the Developer contributed thereto in whole or in part.

8. LABOR DISPUTES

The presence of picket lines of any kind or form or the occurrence of labor dispute or union activity of any nature shall not excuse the Prime Subcontractor of its obligation to perform the work required under this Agreement, including but not limited to the furnishing of all labor, materials and equipment as specified in the Agreement. Failure or refusal to perform said work for Developer because of a labor dispute or union activity of any kind (whether or not the dispute relates to its Prime Subcontractor, the Developer or a third party) shall result in the cancellation of this contract at the discretion of the Developer without any prior notice to the Prime Subcontractor. Upon cancellation by the Developer, the Prime Subcontractor shall be liable for all damages including consequential damages, including but not limited to, any additional

expense incurred by Developer to perform the work for the duration of any such labor dispute or union activity or in replacing Prime Subcontractor after cancellation of the contract by the Developer or for loss of any revenue caused by Prime Subcontractor's failure or refusal to perform the work called for under this Agreement. Damages may be deducted by the Developer from any monies due to Prime Subcontractor from Developer at time of cancellation. Prime Subcontractor shall employ labor and purchase materials pursuant to terms and conditions that foster good and harmonious labor relations at the site.

9. PRIME SUBCONTRACTOR - SOLE EMPLOYER

It is understood and agreed that the Developer and Prime Subcontractor are not joint employers. Employees, subcontractors, materialmen and suppliers of the Prime Subcontractor are, and remain, solely its employees or contractors. The Prime Subcontractor has the sole and exclusive right to hire, fire, supervise and direct its workforce; appoint supervisors or managerial personnel; set compensation and fringe benefits; establish wages, hours and working conditions; pay and remit all withholding taxes, Social Security, unemployment taxes and such other monies as may become payable as a result of an employer-employee relationship. No third party beneficiary relationship is created between those hired by the Prime Subcontractor and the Developer.

10. GUARANTEE

Prime Subcontractor agrees that labor, materials, equipment and installation supplied pursuant to this Agreement shall be unconditionally guaranteed to the later of : (1) one year from the date of Developer's payment for the labor, materials, equipment or installation provided or (2) one year from the date of Developer's transfer of title of the property on which the work or installation was performed or material or equipment supplied to a bona fide purchaser for value in an arm's length transaction or (3) for the length of the manufacturer's warranty or (4) two (2) years from the date of Prime Subcontractor's completion of each of the common facilities within the complex Developer is developing or (5) for the length of time Developer extends guarantees to Buyers or (6) the expiration date of the applicable statute of limitations. In the event a defect in the improvements is discovered, whether resulting from faulty labor, workmanship, installation or defective equipment or materials, Prime Subcontractor shall be responsible for correcting said defect within five (5) days of notice of said defect and for damage resulting from said defect. All manufacturer's warranties are to be supplied to Developer prior to payment. Payment is not evidence of acceptance of non-conforming or defective work.

11. EXTRAS

No extras will be allowed for any work unless Developer and Prime Subcontractor agree in writing in advance of the performance of such extra work or the amount of work which will constitute an extra and the total cost thereof, and no act, other than a writing, shall constitute a waiver of this requirement. Failure to agree in writing in accordance with this Paragraph that an item of work shall constitute an extra shall be conclusive in any action between the parties that the work so performed was intended to be within the scope of the work defined herein and does not constitute an extra. **ALL INVOICES FOR ALL EXTRA WORK SHALL BE SUBMITTED NO LATER THAN NINETY (90) DAYS AFTER WORK IS COMPLETED OR DEVELOPER SHALL NOT BE OBLIGATED TO PAY FOR SUCH EXTRA WORK.** The issuance and/or performance of extra work shall not abrogate, vary, avoid or affect the terms of this Agreement or extend the time of completion, unless an extension of time is expressly requested by Prime Subcontractor and granted by Developer in accordance with the provisions of this Agreement. When work is required to be done but the parties cannot agree whether it is extra work or contract work or cannot agree on the value of the work ordered to be done, the Prime Subcontractor shall perform the work without delay upon written order from the Developer. If the Prime Subcontractor refuses or fails to proceed, it shall be a material breach of this Agreement subjecting the Prime Subcontractor to being held in default whether or not the Prime Subcontractor is correct in its contentions, as the parties acknowledge that work on the site must not be delayed due to such a dispute. Prime Subcontractor shall maintain daily records signed by Developer's Representative of the actual quantities of labor, material and equipment used by Prime Subcontractor in performing such disputed work. Failure to keep such records will result in a waiver of any claim for an extra for such work.

12. ACKNOWLEDGEMENTS

Prime Subcontractor has carefully examined the job site, plans and specifications before entering into the within Agreement. No allowance will be made by Developer for, and Prime Subcontractor will not assert a claim for, a unilateral or other mistake based upon lack of full knowledge of any and all conditions, regulations, inspections, building codes, etc. except as to such underground conditions that are indeterminable before commencement of work. Prime Subcontractor acknowledges that Developer, in reliance upon the terms and conditions of the within Agreement, has sold to third parties, at fixed prices, the dwelling units being constructed on the subject job site. Prime Subcontractor further acknowledges that

should Prime Subcontractor fail to adhere to the terms and conditions hereof, Developer may suffer economic loss or business reputation loss for which Prime Subcontractor agrees to be liable to Developer.

13. INSPECTIONS AND ACCEPTANCE

It shall be the responsibility of the Prime Subcontractor to schedule and pass all required inspections with the proper governmental authorities within the allotted time frame in Developer's Master Schedule. Upon completion of each separate item of the work, Prime Subcontractor shall notify Developer and the inspection authorities and request final inspection. Prime Subcontractor shall not proceed to the next level of work until required inspections have been made by Developer and proper governmental authorities.

Prime Subcontractor's On Site Representative shall be present during all inspections by the governmental authorities. Prime Subcontractor will be responsible for paying all fines/reinspection fees resulting from failed governmental inspections. Prime Subcontractor shall be liable to Developer for consequential damages resulting from the cover-up of damaged work.

14. PAYMENT AND PRICE

Purchase orders (white and yellow copies) may be issued to Prime Subcontractor at the time the work commences for contract items per the Schedule "A" Attachment to the Subcontract Agreement.

Prime Subcontractor, upon completion of the work and after an acceptable inspection by Developer, will sign and date the purchase order in the space provided and submit the yellow copy of the purchase order to Developer's Representative for approval. Prime Subcontractor, at his option, may attach to the yellow copy of the purchase order his invoice in which case the invoice number will be printed on the check. Developer's Representative will submit the purchase order to Developer's Corporate Headquarters for payment.

The yellow copy of the purchase order is the only copy acceptable for submission for payment. Developer will not accept the white copy or photo copies of purchase orders. The white copy is for Prime Subcontractor's records.

In the event the work is not completed and the purchase order is to be partially paid, the purchase order will be adjusted by the Developer's Representative and a new purchase order will be issued for the remaining amount.

Purchase orders will be paid within thirty (30) days of the approved purchase order date, subject to the retention provision of this Agreement. Payment of purchase orders by Developer shall not be interpreted to mean that Prime Subcontractor has performed all of its obligations pursuant to this Agreement.

If purchase orders are not issued, Prime Subcontractor may submit an invoice for work performed. Prime Subcontractor must include Vendor Number, Function Number and Subfunction Number on all invoices submitted for payment. Invoices shall be paid within thirty (30) days of the approved invoice date. If work is not completed by the date of invoice, then Developer has the right to hold invoice until work is completed and invoice will be paid within thirty (30) days thereafter. Payment amounts shall be made in accordance with Schedule A subject however to the retention provision of this Agreement. Payment by Developer shall not be interpreted to mean that Prime Subcontractor has performed all of its obligations pursuant to this Agreement.

The prices quoted in Schedule A shall not be subject to change for a period, phase or section of _____ effective as of the date of this Agreement. After _____, this Agreement shall be automatically renewed on a month-to-month basis with all prices and conditions remaining unchanged.

Prime Subcontractor must provide Developer with written notification forty-five (45) days prior to any price change. In the event the Prime Subcontractor and Developer are unsuccessful in negotiating a price change and Prime Subcontractor subsequently withholds its services or fails to provide the necessary labor and/or materials in a timely manner, thereby interfering with the job progress, the Developer may terminate this Agreement and apply any payment due then or thereafter to additional expenses incurred in securing the completion of work and material obligations of the Prime Subcontractor. Payments may be withheld by Developer on account of (1) defective work not remedied, (2) claims filed by third parties, (3) failure of the Prime Subcontractor to pay its obligations, (4) reasonable evidence that the work cannot be completed for the unpaid balance of the contract sum, (5) damage to the Developer or another subcontractor, (6) reasonable evidence that the work will not be completed within the contract time, (7) failure to carry out the work in accordance with the contract documents or (8) anticipated costs relating to service repairs for which Prime Subcontractor

is obligated under Paragraphs 10 and 25 of this Agreement. The final payment exclusive of retention shall be payable to the Prime Subcontractor after the work is completed and accepted and provided the work described in this Agreement is fully completed and performed in accordance with the contract documents and is satisfactory to the Developer. Before final payment, the Prime Subcontractor shall deliver to the Developer, on demand, duly executed releases extending to the Developer from each creditor of the Prime Subcontractor and a similar release from the Prime Subcontractor to the Developer. Payment by the Developer to the Prime Subcontractor of the final payment and the acceptance of such payment by the Prime Subcontractor, shall constitute a release by the Prime Subcontractor of the Developer of all things arising from or in breach of this Agreement, or resulting from the Prime Subcontractor's presence on the site, whether in contract, tort or otherwise, except any guarantee monies retained by the Developer.

Before making any payment to the Prime Subcontractor, the Developer shall have the right to request and receive from the Prime Subcontractor an affidavit stating in detail the unpaid obligations of the Prime Subcontractor in performing this Agreement, the names and addresses of creditors and the amounts due or to become due, and a statement of any condition causing the Prime Subcontractor to be delayed in the performance of its work.

The Prime Subcontractor shall deliver to the Developer on demand, statements and invoices of all materials and equipment furnished, receipted bills showing full payment of all obligations, receipted and certified payrolls showing full payment to all employees of the Prime Subcontractor or its subcontractors of wages earned during the preceding payroll periods.

15. RETENTION

The Prime Subcontractor agrees to have _____% withheld from his invoice payments, not to exceed \$_____, as partial assurance to Developer of his performance hereunder. Upon the expiration of _____ years from the date of this Agreement, said retainage shall be paid over to Prime Subcontractor subject to reductions as allowed hereunder. Release of said retainage shall not be interpreted to mean that Prime Subcontractor has performed all of its obligations pursuant to this Agreement.

16. TAXES (ST-8 FORM)

All Federal, State, County or Municipal sales, excise, payroll or other taxes required to be paid by law and all delivery costs are included in the contract sum and shall be paid by the Prime Subcontractor. Invoicing must show sales tax as a separate item on invoice, if applicable. In accordance with the ST-8 form attached for Prime Subcontractor's signature, Prime Subcontractor must certify that all sales and use taxes due will be paid by the Prime Subcontractor on purchases of materials incorporated or consumed in the performance of the Agreement described herein.

17. TERMINATION BY DEVELOPER

If Prime Subcontractor (a) shall fail to commence the work within the time required by the provisions hereof; or (b) shall, after commencement of the work hereunder, at any time interrupt the continuous prosecution thereof for a period of more than two (2) business days; or (c) shall fail to supply sufficient manpower; or (d) shall fail to perform satisfactory workmanship; or (e) shall default in the performance of any covenant or condition hereunder, and shall fail to remedy such default within 24 hours from the time and date of written notice from Developer, requesting compliance with the terms hereof; then, in such event, Developer may terminate this Agreement by giving written notice to Prime Subcontractor; whereupon this Agreement shall be fully terminated and cancelled. In such event, Developer shall proceed to complete or cause to be completed the work Prime Subcontractor was obligated to do hereunder, and Prime Subcontractor shall promptly pay to the Developer upon written request thereof, the amount of any damages sustained by Developer as a result of Prime Subcontractor's failure to so complete the work pursuant to this Agreement, including without limitation, all costs and expenses incurred by Developer in connection with completing the work to the extent that such costs and expenses exceed the unpaid balance of the contract price specified in Schedule A hereto. Upon termination, Developer, at its option, may use any and all materials, equipment or tools furnished by or belonging to the Prime Subcontractor to complete the work. Developer, at its option, may take over any orders or subcontractors of the Prime Subcontractor which the Prime Subcontractor hereby assigns to the Developer, upon termination of or taking over the work of the Prime Subcontractor in whole or in part.

The foregoing remedy shall be cumulative and not exclusive of any other remedies of Developer at law or in equity. In the event Developer institutes a lawsuit against Prime Subcontractor to recover damages caused by Prime Subcontractor's breach of this Agreement and a court of competent jurisdiction finds that Developer is entitled to recover such damages against Prime Subcontractor, Prime Subcontractor shall also be responsible for Developer's costs of litigation and Developer's reasonable attorneys fees at both the trial and appellate levels.

Developer may terminate this Agreement and command Prime Subcontractor to cease work for any reason or no reason whatsoever, upon thirty (30) days written notice. If such termination is for the convenience only of Developer, and Prime Subcontractor is not then in default in the performance of any of the terms and conditions hereof, Prime Subcontractor shall be paid for its work completed to the date of termination subject, however, to the retention provisions of this Agreement and Prime Subcontractor shall remove its tools, equipment, personnel, debris and materials from the job site. In the event of such termination, Prime Subcontractor shall not be entitled to damages of any kind.

18. TERMINATION FOR CONVENIENCE OF PRIME SUBCONTRACTOR

Prime Subcontractor may terminate this contract by giving Developer forty-five (45) days written notice of its desire to terminate. If, as of the date of such termination, Prime Subcontractor is not in default of its performance under this Agreement, Prime Subcontractor will be paid for its work completed to the date of termination subject, however, to the retention provisions of this Agreement.

19. TEMPORARY ON SITE STORAGE

The Developer may, at its discretion, provide a temporary location for the Prime Subcontractor's use as a supply or storage area. Developer takes no responsibility for Prime Subcontractor's goods, equipment, tools, materials or facilities, nor will Developer provide utilities for Prime Subcontractor's use. Prime Subcontractor hereby agrees to indemnify and hold harmless the Developer from any claims, losses, damages or expenses including reasonable attorney's fees and costs incurred in connection with the use of said supply or storage areas. Prime Subcontractor shall be responsible for maintaining its supply or storage area in a neat, safe and sanitary condition and shall vacate said supply or storage area upon ten (10) days written notice from Developer. If the location of the supply area is changed by Developer, Developer will coordinate the movement of any of Prime Subcontractor's trailers located in the storage area and Prime Subcontractor shall reimburse Developer for any expense associated therewith.

20. PROTECTIONS

The Prime Subcontractor shall see that no utility lines of any nature shall be cut, disconnected or disturbed without permission from the Developer or the authority having jurisdiction. Prior to any digging or trenching, it shall be the Prime Subcontractor's responsibility to contact the underground location service of the utility and to notify the Developer of Prime Subcontractor's intention to dig or trench. Prime Subcontractor shall indemnify, defend and hold harmless Developer from any and all damages and claims including the costs of any suits or legal proceedings including attorney's fees arising from Prime Subcontractor's failure to comply with this provision.

21. CONTROL OF WORK

It is understood that the Developer shall have the right, at any time including during the progress of construction, to make any alteration, additions or omissions that it may desire, to the work or material herein specified or shown on the plans and specifications. Such alterations, additions or omissions shall not be a basis for the termination of the within Agreement, but if such changes are made, the value of same must be agreed upon in writing between the Developer and Prime Subcontractor.

Developer reserves the right to delete from the Subcontract Agreement any portion of the work bid on and/or awarded and to make the appropriate price reduction.

22. MEASUREMENTS, ERRORS AND/OR OMISSIONS

The plans and specifications show the general features of the construction. Before proceeding with any of the work, the Prime Subcontractor shall carefully check all the plans and specifications and shall be responsible for notifying the Developer of any conflicts, omissions or discrepancies contained herewith. The Developer shall make the final decision as to the correct interpretation of the plans and specifications. If there is a conflict, omission or discrepancy in the plans and specifications that Prime Subcontractor fails to notify Developer of prior to its commencement of work, Prime Subcontractor shall be responsible for all costs and repairs associated with correcting such conflict, omission or discrepancy.

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23. JOB CONDITIONS

Each Prime Subcontractor shall be responsible for checking the buildings and site area prior to commencing work and for notifying the Developer if any repairs are necessary or if areas are not ready for performance of this trade.

24. CUTTING AND PATCHING

The Prime Subcontractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by other work shown, or reasonably implied, by the plans or specifications or required for the completed structure.

PRIME SUBCONTRACTOR SHALL NOT, WITHOUT THE WRITTEN CONSENT OF DEVELOPER, REMOVE, ALTER, MODIFY OR CHANGE ANY STRUCTURAL COMPONENT OR EQUIPMENT AND/ OR INSTALLATION OF OTHER SUBCONTRACTORS. IN THE EVENT PRIME SUBCONTRACTOR SHALL REMOVE, ALTER, MODIFY OR CHANGE ANY STRUCTURAL COMPONENT OR EQUIPMENT AND/ OR INSTALLATION OF ANY OTHER SUBCONTRACTOR, PRIME SUBCONTRACTOR SHALL INDEMNIFY, DEFEND, REIMBURSE AND HOLD HARMLESS DEVELOPER FOR ANY AND ALL INJURIES AND CLAIMS, WHETHER DIRECT OR CONSEQUENTIAL, RESULTING FROM SUCH NON-AUTHORIZED REMOVAL, ALTERATION, MODIFICATION OR CHANGE.

25. SERVICE REPAIRS

The Prime Subcontractor is responsible for all service repairs connected with its work, whether the repairs were occasioned by the Prime Subcontractor's work or the work of others. He will be notified in writing of such repairs by means of a service repair ticket. When the repair is made and completed, Prime Subcontractor shall obtain the signature of the homeowner or Developer's representative on the service repair ticket and forward this ticket to the Service Department. If the repairs were due to or caused by the work of others, Developer agrees to compensate the Prime Subcontractor as Prime Subcontractor and Developer may agree in accordance with the unit prices established by this Agreement.

All service repairs must be completed within 24 hours of notification or the Developer, at his option, will request the repair to be made by others and charge this Prime Subcontractor for the cost of the work and coordination.

26. EMERGENCY SERVICE REPAIRS

Prime Subcontractor shall establish an emergency repair telephone number which shall be manned on a 24 hour, seven day a week basis. This emergency number will be given to the Buyers of the dwelling units upon which the Prime Subcontractor has performed the work pursuant to this Agreement. Within 24 hours of being notified of an emergency, health or safety situation the Prime Subcontractor shall take appropriate steps to remedy the emergency. What comprises an emergency, health or safety situation, cannot be adequately defined and will therefore be reviewed on a case by case basis. If Prime Subcontractor fails to take any appropriate action, Developer, at its option, will request the repair to be made by others and charge the Prime Subcontractor for the reasonable cost of the work performed.

27. RECORDATION

Prime Subcontractor expressly agrees that this Agreement shall not be recorded and that Prime Subcontractor will file no Mechanics or Materialman's lien, mechanics notice of intention or take any other action which may result in the attachment of a lien on the property on which the work is being performed. Prime Subcontractor warrants and covenants that it shall obtain a written agreement from all of its subcontractors, if Prime Subcontractor is allowed by Developer to utilize subcontractors, pursuant to Paragraph 31, whereby said Prime Subcontractor's subcontractors or suppliers agree not to record any Mechanics or Materialman's lien, mechanics notice of intention or take any other action which may result in the attachment of a lien on the property on which the work is being performed in connection with this project. Prime Subcontractor shall pay promptly when due, for all labor and material used in connection with, or specially fabricated for, the work performed by Prime Subcontractor hereunder. Failure to comply with this Paragraph shall be deemed a material and substantial breach of contract, for which Developer may immediately terminate this Agreement and exercise any other of Developer's remedies hereunder.

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28. CLEAN-UP

At the end of each day when Prime Subcontractor has performed work on the job site, Prime Subcontractor shall pick up any and all trash and/or debris caused by him as a result of his work on the subject job site and deposit same in the trash receptacle specified by Developer. Failure to comply with Developer's instructions may result in Prime Subcontractor being assessed those extra costs that Developer would have to pay to properly dispose of mixed debris versus specified, separated debris. Developer shall supply the aforesaid trash receptacle at Developer's expense.

29. ACCESS AND FIELD CONDITIONS

Prime Subcontractor shall access the site through specified locations and gates under direction of Developer. As warranted by field conditions, and at the discretion of the Developer, Prime Subcontractor may be required to wash off the wheels of his vehicle departing the site. Failure of Prime Subcontractor to comply with this Paragraph shall be deemed to be a material and substantial breach of this Agreement. Developer shall provide a wash station, if required, at Developer's expense.

30. WORK DAY/WORK WEEK

A minimum of eight (8) hour per day, six (6) day work week (Monday - Saturday) is a condition of this contract in order to meet the required completion dates. This is subject to local regulations which may govern work days or work hours. Prime Subcontractor shall adhere to all such regulations. Failure of Prime Subcontractor to comply with this Paragraph shall be deemed to be a material and substantial breach of this Agreement.

31. SUBCONTRACTORS

No subcontractors shall be used on this work by Prime Subcontractor unless previously approved in writing by Developer. Prime Subcontractor shall supply Developer with a list of possible subcontractors as part of its bid package. For all subcontractors approved by Developer, Prime Subcontractor warrants and covenants that it shall enter into written agreements with these subcontractors requiring them to carry insurance in compliance with Paragraph 6 of the Agreement and to also comply with Paragraphs 7 (Safety Precautions), 27 (Recordation) and 39 (Written Notification of Injury/Accident). Failure to comply with this Paragraph shall be deemed a material and substantial breach of contract, for which Developer may immediately terminate this Agreement and exercise any other of Developer's remedies hereunder.

32. PERMITS

The Developer shall obtain and pay for all his permits, inspection fees, and bonds required for the performance of the work, unless otherwise specified. Any surety bonds required from or furnished by Prime Subcontractor shall be from surety companies duly licensed and approved by the State of New Jersey.

33. SANITARY PROVISIONS

Adequate toilet and sanitary facilities shall be provided and maintained by the Developer for Prime Subcontractor's use. Said facilities shall be kept in sanitary condition.

34. GRADE LINES AND LEVELS

The Developer shall establish and maintain all grade lines, levels, bench marks, etc., except those specifically mentioned as a part of the Prime Subcontractor's work. Prime Subcontractor will be responsible for costs incurred by Developer for any restaking of grade lines, levels, bench marks, etc., due to Prime Subcontractor's negligence.

35. HEADINGS

Any titles or headings herein are for purposes of reference only and shall not be deemed to be a part of the Agreement.

36. GOVERNING LAWS

This contract shall be governed by the laws of the State of New Jersey.

37. NON-EXCLUSIVE

The Developer may, under separate agreement, engage others to accomplish the work of the same trade of the Prime Subcontractor at this project location.

38. PROHIBITION OF PERFORMING WORK FOR DEVELOPER'S EMPLOYEES

Without the written consent of the President of Developer, Prime Subcontractor shall not perform any non-emergency work of any nature whatsoever for any employee of Developer or its affiliated companies. Failure of Prime Subcontractor to comply with this Paragraph shall be deemed to be a material and substantial breach of this agreement.

39. WRITTEN NOTIFICATION OF INJURY/ACCIDENT

Prime Subcontractor shall notify the Developer, in writing, of any and all personal injury or property damage within 24 hours of such personal injury or property damage resulting from the Prime Subcontractor's performance hereunder. The written notification shall include, at a minimum, the following information:

- Name of injured party or location of property damaged;
- Social security number of injured party;
- Address of injured party;
- Employer name and address;
- Telephone number of injured party;
- Date and time of accident;
- Location where injury occurred;
- Description of injury or extent of property damage;
- Description of injury and extent of injury/damages;
- Action taken with respect to injury or damage;
- Name, address and telephone number of witnesses to injury or property damage;
- Name, address and telephone number of person making report and date report made;
- On Site Representative's name;
- On Site Representative's signature.

40. RETURN OF MATERIALS FOR CREDIT

Developer reserves the right to return to Prime Subcontractor any materials provided hereunder which do not comply with the specifications set forth in this Agreement. Prime Subcontractor shall give Developer full credit for such items returned and Prime Subcontractor shall further be responsible for the cost to remove and return said non-complying materials and for all costs associated with the reinstallation of the specified materials.

41. ALL CHANGES IN WRITING

This Agreement cannot be changed or modified orally. Any change or termination must be in writing and signed by the parties.

42. ASSIGNMENT

Any assignment by the Prime Subcontractor of this Agreement or any interest in it or any money due or to become due without the written consent of the Developer is prohibited and shall be void. Any assignment with the consent of the Developer shall not relieve the assignor of any responsibility or obligation under the Agreement.

43. PRIOR AGREEMENTS

This Agreement sets forth the entire understanding of the parties hereto and supersedes all other agreements and understandings among or between any of the parties hereto relating to the subject matter hereof and may not be contradicted by evidence of prior, contemporaneous or subsequent agreements of the parties.

IN WITNESS WHEREOF, the parties have hereunto fixed their hands and seals on the date first above written.

WITNESS/ATTEST

Prime Subcontractor Company Name

(print name below signature)

(print name below signature)
Prime Subcontractor

ATTEST:

K. HOVNANIAN AT NEWARK URBAN RENEWAL
CORP. III, INC.

ROBERT M. SCHWARTZ
ASSISTANT SECRETARY

CONRAD GACK
PRESIDENT

Unless executed by the President of the Developer and attested to by the appropriate officer of the Developer, this Agreement shall not be binding upon Developer.

KHOV004222

SCHEDULE C

CITY OF NEWARK AFFIRMATIVE ACTION REQUIREMENTS

The Prime Subcontractor shall adhere to all terms and conditions of the City of Newark's Affirmative Action Program, ordinances and rules and regulations relative thereto, all as amended. Prime Subcontractor shall comply with same and will complete all forms and supply all information and documents requested by the Developer or City of Newark Officials. By signing this Prime Subcontractor's Agreement Prime Subcontractor confirms that he has reviewed all applicable ordinances, rules and regulations, copies of which are maintained in the construction trailer at the project which included but is no limited to Newark Municipal Council Resolution TRBC, Ordinance 6 and FBE enacted December 9, 1984, which amends Newark Revised Ordinance 2:2-40.1 et. seq. which outlines monetary penalties and punishment and other terms regarding compliance. In addition the following pertains:

1. Primary Subcontractor is to complete the required appendixes A thru G inclusive and defined by the office of Affirmative Action City of Newark: Standard Operating Procedures. A copy of the standard operating procedures with forms revised May 1988 is attached for your general review. Contact either Anthony Battle or Linda Thorne at the City Affirmative Action Department (201) 733-8159 for the most recent procedure manual and guidance in completing appendixes A thru G.
2. Form A thru G are to be completed and executed by the Prime Subcontractor at the time of contract signing. Originals are to be forwarded by the Prime Subcontractor to the City of Newark attention Anthony Battle. A copy set is to be submitted to the Developer with the contract documents at the time of signing.
3. Appendixes F and G are to be updated and submitted to the Developer's Field Administrative Assistant before the 3rd of each month. Appendix G is to include the total dollar amount awarded to the Prime Subcontractor up to the current month. Appendix F defines the onsite work force personnel for that month.
4. A certified weekly payroll is to be submitted Friday of each week to the Developer's Field Administrative Assistant. Sample Form attached for review.
5. Prime Subcontractor's foreman/supervisor is to submit a daily work force head count to the Developer's Field Administrative Assistant no later than 8:30 a.m. of each work day. The head count for any work activity performed by the Prime Subcontractor on the weekend is to be documented and submitted the Monday following no later than 8:30 a.m.
6. Failure to comply and/or submit the required documentation as described or required by the City of Newark Affirmative Action Department will result in a delay of payment of monies to the Prime Subcontractor until such documentation is in order.

Description

Submit

Appendix A thru G
Updated Appendix F and G
Certified Weekly Payroll
Daily Head Counts

Time of Contract signing
3rd of each month
Friday of each week
8:30 a.m. each day

KHOV004223

SCHEDULE C

Women's Business Enterprises

Furthermore, City of Newark is actively representative of the Women's Business Enterprises. Contact Linda Thorne for information at (201) 733-6394.

If Prime Subcontractor has represented to Developer that it has reviewed MBE/WBE qualification requirements and that it can obtain certification as an MBE/WBE. Prime Subcontractor is to provide to Developer proof that it has submitted all necessary documentation for the above certification process to a certifying agency approved by Developer and the City of Newark and to provide to Developer copy of all said documentation. The Prime Subcontractor shall provide to Developer verification of it receiving certification within five (5) days of receipt of same from the certifying agency. Prime Subcontractor shall have a continuing obligation to forward copies of all communication to or from the certifying agency during the certification process or at any time thereafter if Prime Subcontractor's certification is in question.

KHOV004224

Office of Affirmative Action City of Newark

STANDARD OPERATING PROCEDURES



City of Newark
Sharpe James
Mayor

MUNICIPAL COUNCIL
Ralph T. Grant, Jr.,
Council President

Donald Bradley
Councilman, South Ward

George Branch
Councilman, Central Ward

Anthony Carrino
Councilman, North Ward

Gary Harris
Councilman-At-Large

Henry Martinez
Councilman, East Ward

Ronald L. Rice
Councilman, West Ward

Donald Tucker
Councilman-at-large

Marie L. Villani
Councilwoman-at-Large

KHOV004225

City of Newark Affirmative Action Program

Standard Operating Procedures

Revised May 1988

PURPOSE: To establish a procedure for each contractor or sub-contractor to follow with regard to employment and compliance of the Affirmative Action Program.

PROCEDURE:	SECTION I	General Information	Pg. 1
	SECTION II	Contractors Responsibilities	Pg. 2
	SECTION III	Pre-Award Documents	Pg. 3-10
	SECTION IV	Meeting Manpower Goals	Pg. 11
	SECTION V	Daily reports	Pg. 13
	SECTION VI	Payroll Reports	Pg. 15

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SECTION I

GENERAL INFORMATION

The Standard Operating Procedures Manual has been revised for the purpose of accumulating and compiling all comprehensive information to ensure compliance of the City of Newark's Affirmative Action Plan.

The procedure is mandatory and applies to Owners, Developers, General Contractors, Suppliers and Vendors receiving Tax Abatement, Land Leases, Loans, Grant Contracts, City Contracts and/or other special concessions from the City of Newark.

1. The Office of Affirmative Action is located in City Hall, 920 Broad Street, Room B-25, Newark, New Jersey 07102, (201) 733-6394.
2. All General/Prime Contractors awarded a City Contract, Demolition Contract and/or Construction Project, must attend a Pre-Award Conference with the City of Newark's Office of Affirmative Action.
3. All General/Prime Contractors must complete and submit to the Office of Affirmative Action an entire set of pre-award documents at least one month prior to construction or contract starting, ensuring dates and dollar amounts as required.
4. All Suppliers/Vendors must submit Appendixes A and G if contract or purchase order is in excess of \$4,500. The General/Prime Contractor must include on their Appendix G all suppliers and/or vendors.
5. All Contractors doing any work for or within the City of Newark must register with the License Bureau, City of Newark, 920 Broad Street, Room 115, Newark, New Jersey, prior to starting work.
6. All Minority Business enterprises and Women Business Enterprises, Contractors, Suppliers and Vendors, must be registered with the Office of Affirmative Action, Room B-25, 920 Broad Street, Newark, New Jersey, (201) 733-6394 and certified by an approved government agency. Failure to comply with this requirement may result in disallowance of the MBE dollars for that specific contractor(s).

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7. Minority Business Enterprise (MBE) shall be deemed independently owned and operated, is its management is responsible for both its daily and its long-term operation, and if its management owns at least 51 percent interest in the business.

In order to be eligible as a MBE, a business must be a sole proprietorship, partnership or corporation at least 51 percent of which is owned and controlled by persons who are black, Hispanic, Asian American, American Indian or Alaskan natives, which are follows:

Black American: having origins in any of the black racial groups of Africa.

Hispanic American: a person of Mexican, Puerto Rican, Cuban, Central or South America or other non-European Spanish culture or origin, regardless of race.

Asian American: a person having origins in any of the original people of the Far East Southwest Asia, and Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

8. Minority worker is defined as follows:

- a. **Black American:** having origins in any of the black groups of Africa.
- b. **Hispanic American:** a person of Mexican, Puerto Rican, Cuban, Central or South American or other non-European Spanish culture or origin, regardless of race.
- c. **Asian American:** a person having origins in any of the original people of the Far East, Southeast Asia, and Indian subcontinent, Hawaii or the Pacific Islands.
- d. **American Indian or Alaskan Native:** a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

SECTION II

CONTRACTOR'S RESPONSIBILITIES

1. The General/Prime Contract is responsible for the awarding of 25% of the total contract/project dollar amount to minority contractor(s) in accordance with the City of Newark's Affirmative Action Ordinance, Chapter 2, Article 11, of the revised Affirmative Action Ordinance of the City of Newark, New Jersey 1984, as amended and supplemented.
2. All Contractors are required to file with the City of Newark's License Bureau, City Hall, Room 115, in accordance with Ordinance to amend Title 8, Businesses and Occupations of the revised Ordinances of the City of Newark, New Jersey 1984 as amended and supplemented adding thereto Chapter 21, Building Contractors. (To establish regulations and procedures for licensing of Building Contractors.)
3. The General/Prime Contractor is responsible for each of his/her sub-contractor's compliance with the City of Newark's Affirmative Action Ordinance. When awarding sub-contracts, the General/Prime Contractor is required to stipulate the requirements in meeting the Affirmative Action Ordinance.
4. The General/Prime Contractor has the responsibility of submitting all documents, manpower and payroll reports as required by the Standard Operating Procedures Manual in accordance with the City of Newark's Affirmative Action Ordinance.
5. All Minority Contractors, Suppliers and Vendors must be registered with the Office of Affirmative Action, Room 8-25, City Hall, 920 Broad Street, Newark, New Jersey 07102, (201) 733-6394 and certified by an approved government agency. Failure to comply with this requirement may result in disallowance of the MBE dollars for that specific contractor(s).

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SECTION III
CITY OF NEWARK'S AFFIRMATIVE ACTION PROGRAM
STANDARD OPERATING PROCEDURE

PRE-AWARD DOCUMENTS

- A. Statement of Compliance
- B. Letter to Subcontractor
- C. Designation of Compliance Officer
- D. Contractor's Goals
- E. Contractor's Obligations
- F. Manning Table (Six-month projection of manpower to be used on project)
- G. Minority Business Utilization Certificate

(All required items to be completed and include the total dollar amount awarded to date. General/Prime Contractors will indicate on their Appendix G. All suppliers and/or vendors with direct awards or purchase orders given by them. All Contractors must submit updated Appendix G before the 5th of each month)

Dollar amount of contract column must equal at minimum the project cost specified in the tax abatement application.

- H. All Minority Contractors will submit a copy of their Certification Documentation from an approved government agency.

****All dates and dollar amounts must be included.**

****All Contractors must complete all of the above appendixes, with the exception of Suppliers and Vendors.**

****Suppliers and Vendors with contracts and/or purchase orders in excess of \$4,500 will complete Appendixes A and G only.**

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CITY OF NEWARK'S AFFIRMATIVE ACTION PROGRAM
STANDARD OPERATING PROCEDURES
FOR MEETING MANPOWER REQUIREMENTS

SECTION IV

Purpose: To establish a procedure for each contractor to follow with regard to employment of journeymen, apprentices, referrals and non-union.

Procedures: Journeyman

1. The minority requirement for all journeymen hours 33 1/3% except laborers, laborers shall be 50%. Contractors will make every effort to reach minority head count through union referrals a maximum of seventy-two (72) hours should be allotted for the unions to supply minority journeymen.
2. If the required head count cannot be reached through union referrals, the contractor should document this effort and immediately forward a copy to the City of Newark's Manager, Office of Affirmative Action, Room B-25, 920 Broad Street, Newark, New Jersey 07102.
3. If the contractor refuses to employ any person referred by the union, he must submit a written explanation within 24 hours to the City of Newark's Office of Affirmative Action, keeping in mind that any refusal to employ any person referred must be based solely on ability and/or performance and should not in any way be influenced by union or any other organization affiliation.
4. If, after making a good faith effort to obtain minority journeymen through unions, the contractor cannot meet the minority hour requirement, he must notify the Office of Affirmative Action for the necessary non-union minority journeymen.

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5. If a contract finds that a union will not accept the benefits and/or provide the coverage as per the collective bargaining agreement for non-union journeymen, he should document this effort and submit a copy to the City of Newark's Office of Affirmative Action. He must then pay the fringe benefits to the non-union journeymen in his pay check.
6. The contractor will be considered in compliance **ONLY** when 33 1/3% minority head count goal have been attained for journeymen and 50% minority goal for laborers.

Union Apprentice

1. Union apprentice are to be placed on the job according to the bargaining agreement the contractor and the union.
2. Fifty percent (50%) of all apprentices must be minority.
3. If the contractor refuses to employ any person referred by the union, he must submit a written explanation within 24 hours to the City of Newark's Affirmative Action, keeping in mind that any refusal to employ any person referred must be based solely on ability and/or performance and should not in any way be influenced by union or any other organization affiliation.
4. The contractor will be considered in compliance only when the 50% minority apprentice goal is attained.

Trainees

1. In the event that the union cannot supply minority apprentice, the contractor shall employ a trainee.
2. All trainees shall be referred by the Office of Affirmative Action's Manpower Referred Unit.
3. The ratio shall be as approved by the Department of Labor.
4. When the amount of journeymen meets the allotment of apprentice, (in most cases 1 apprentice to 5 journeymen) trainees shall be hired from the City of Newark's Affirmative Action Manpower Referral Unit.

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5. The wage requirements shall be the same as the apprentice on the equal level of knowledge and performance.
6. After evaluation by the contractor of the trainee, written notification of such shall be submitted to the Office of Affirmative Action as to the level of knowledge and performance.

Lay-Offs

1. Lay-offs will be in accordance with the Department of Labor's procedure, keeping in mind the head count requirements.
2. Lay-offs for non performance should be documented and a copy sent to the Manager, Office of Affirmative Action.

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DAILY REPORTS

SECTION V

1. The Daily Report must be filled out completely by the site superintendent, foreman, or his representative.
2. This report must be ready for the Affirmative Action Program Monitor's inspection of manpower on site no later than 9:00 a.m.
3. In order to simplify this report, it is suggested that the home office pre-type and reproduce enough forms with the company's information, project location, construction site number and list all of their sub-contractors and their respective crafts. The site superintendent, foreman and representative need only to date, fill in correct manpower and sign.
4. All projects working other than the normal day-time hours must notify the Affirmative Action Program Monitor.
5. The Affirmative Action Program Monitor will be notified in advance as to project closing and the reason.
6. All manpower disputes should be brought to the attention of the Affirmative Action Program Monitor.

SCHEDULE B

SOCIETY HILL AT UNIVERSITY HEIGHTS III
SITE C & E

CLEARING/DEMOLITION

SCOPE OF WORK

The scope of work for clearing/demolition is defined as follows and includes all labor, material, equipment, supervision, coordination of inspections by responsible authorities, and all other incidental items to provide a complete job, more specifically but not limited to:

A. CLEARING AND GRUBBING

1. The Prime Subcontractor will be responsible for the removal of all trees, shrubs and vegetation from all areas as designated by the Contractor.
2. The Developer will clearly mark the limits of clearing prior to the start of work.
3. All grubbing and stripping of vegetation shall be done in cleared areas and removed from the site by this Subcontractor.
4. All stumps will be uprooted and removed from the site by this Prime Subcontractor. Once the stumps are removed the Prime Subcontractor will rake the area to insure that all root material is removed.
5. There will be no onsite disposal areas.
6. The Prime Subcontractor understands no additional trees will be removed. Any additional trees removed by him or his Subcontractor either through his or their negligence or for his convenience will be replaced with a tree of similar species at his expense.
7. The Prime Subcontractor will remove any fence, trash or miscellaneous debris now located within the proposed development from the site as part of this contract.
8. By submitting this bid the Subcontractor is acknowledging that he has visited the site and is thoroughly familiar with all debris that must be removed.
9. The Prime Subcontractor will submit a lump sum bid for clearing and grubbing. The Prime Subcontractor understands that all clearing and grubbing required to complete the work as described by the "bid set", will be included in this "lump sum" cost.
10. The Prime Subcontractor will submit, along with his bid, unit price list for any additional clearing, grubbing and hauling of unsuitable material.

SCHEDULE B

SOCIETY HILL AT UNIVERSITY HEIGHTS III
SITE C & E

CLEARING/DEMOLITION

DEMOLITION

1. Rodent baiting prior to demolition and subsequent to demolition in accordance with all applicable local and state regulations, to include proper agency inspections and documentation of same.
2. Subcontractor is responsible for all fees and contacting the appropriate governing personnel prior to start up and schedule required inspections with the proper authorities, so that progress of work is not delayed.
3. Demolition of existing structures as well as removal of subsurface debris to a licensed landfill. Prime Subcontractor shall document evidence of proper disposal. Backfill shall not commence until demolition and removal is inspected and approved by the Developer's Construction Manager.
4. Prime Subcontractor shall be responsible for removing all tanks, drums or containers when encountered. Prime Subcontractor shall document evidence of proper disposal.
5. Consideration and protection of existing paving and all buried utilities shall be the responsibility of the Prime Subcontractor. Any damage caused by the work will be repaired at the Prime Subcontractor's expense.
6. Technical specifications for demolition are attached. Any reference to "Developer" shall mean Prime Subcontractor performing work. Any reference to the City of Newark outside the context of City regulations shall imply Developer/Builder. Any conflict in requirements of this specification with the main contract, the main contract shall prevail. As the technical specifications is a City document for a wide range of work, not all sections are applicable. Scheduling shall be mutually agreed upon. Reference to time of completion and penalty for failure shall be ignored.
7. A construction fence has been erected around the perimeter of the site. Should fencing interfere with certain aspects of Prime Subcontractor's work, Prime Subcontractor shall remove fence and replace immediately upon completion of such activity, at his own expense.
8. Existing Surface Structures:
 - A. Extermination as required by governing agencies.
 - B. Existing surface structures/buildings shall be removed in full of all material, tanks and debris. The foundations of the structures shall be removed three (3) feet below proposed finish grades of the to be built structures as noted on the bidders plan set of drawings. Backfill with on-site stockpiled material.
 - C. Remove all sidewalks, curb, asphalt surface contaminated soil, debris, etc. from the site and document evidence of proper disposal.
 - D. Payment for removal of surface structures is based on Lump Sum pricing.
9. Subsurface Structures:
 - A. Notify Construction Manager immediately upon findings of any subsurface material.

SCHEDULE B

SOCIETY HILL AT UNIVERSITY HEIGHTS III
SITE C & E

CLEARING/DEMOLITION

- B. Foundations are to be removed three (3) feet below proposed finished grades of the to be built structures as noted on the bidders plan set of drawings. Remove any existing debris and backfill with existing on site stockpiled material. Price foundation on a not to exceed basis. Actual payout for work completed will be based on a unit price for material tonnage and labor unit prices.
 - C. Contaminated soils, slabs, buried debris tanks etc. shall be removed and disposed and backfill upon Construction Manager Authorization. Unit prices for material removed by tonnage and labor rates shall govern payment.
10. Utilities:
- A. Prime Subcontractor shall be responsible for contacting the proper agencies and coordinating the abandonment of the all necessary utilities and as outlined in the technical specifications (Section 5-A).
 - B. Prime Subcontractor is responsible for capping any abandoned utilities prior to backfilling to prevent an infiltration/exfiltration of fluids. This is to be included in lump sum pricing.

DEMOLITION TECHNICAL SPECIFICATIONS

BEFORE OBTAINING A UNIFORM CONSTRUCTION CODE PERMIT TO DEMOLISH

AND PRIOR TO COMMENCING ANY DEMOLITION WORK, the Contractor shall carry out an effective measure for the eradication of rodents. This work shall be performed by qualified exterminators, having adequate experience in this type of work. The Contractor will be required to perform the extermination no more than 5 days prior to initiating any demolition activity. Demolition shall not proceed until written authorization from the City is received. A demolition permit must be obtained by the Contractor prior to commencement of the respective demolition.

A Certificate indicating that the extermination has been completed must be provided by the Contractor to the Central Permit Office and the Department of Health and Human Services.

The following individuals shall be contacted by the Contractor 48 hours prior to commencing any work activity - the Directors of the Department of Engineering, Police, Fire, Health and Human Services, the Division of Water/Sewer Utility, the Tax Assessor, the Central Permit Office, Public Service-Gas, Public Service-Electric and Bell Telephone.

Under no circumstances will more time be allowed for completion of work than indicated in the Proposal pages as conditioned by the City. All demolition removal and disposal of debris and grading must be completed within the time specified in the bid.

It is agreed, since time is of the essence, that the City would suffer loss by failure of the Contractor to have said work completed as herein stipulated, and whereas it is difficult and expensive to accurately compute the amount of such loss: in order to avoid such expense and difficulty, the Contractor shall pay to the City fifty dollars (\$50.00) per day for each and every day, Saturdays, Sundays and legal holidays excepted, after the determined day for completion, during or upon which day the said work remains incomplete and unfinished, not as a penalty but, as liquidated actual losses which the City will suffer; and that any sum which may be due the City for such losses shall be deducted and retained by the City from any balance which may be due the Contractor when the said work shall have been finished.

However, in case the cause to complete the said work shall be due to any cause beyond the Contractor's control, and for which the Director of Engineering has granted a written extension of time, such delays form no part of the computation of the liquidated damages as herein specified:

1. GENERAL:

- (A) Applicable provisions of "General Conditions" govern work under this section.
- (B) The Contractor shall provide all items, articles, materials, operations, including all labor, materials, equipment and incidentals necessary and required for project completion.

2. WORK INCLUDED:

- (A) Furnish all labor, equipment, materials, supplies and permits to complete demolition work as specified.

3. CONDITION OF PREMISES:

- (A) The Contractor shall carefully examine and acquaint himself with the conditions of the premises before submitting a bid. No allowance will be made him for lack of full knowledge of all conditions.
- (B) The Contractor shall assume all risk regarding damage or loss, whether by reason of fire, theft, or other by reason of fire theft, or other casualty of happening, to specified building(s) from and after the proposal invitation date; no such damage or loss shall relieve the Contractor from his obligation to complete all work. The Contractor shall be solely responsible for any and all damage to abutting property, curbs, sidewalks street, trees or any and all other public and private improvements which are not to be demolished.

4. DEMOLITION:

- (A) The materials forming the permanent part of the building(s) requiring demolition becomes the Contractor's property. The Contractor shall remove and dispose of all unsalvaged debris. Where the word "remove" occurs herein, it shall mean removal from the site, and disposal within a legally registered landfill of the state of N.J. It is required as a condition of payment that dump receipts for all demolition debris must be forwarded to the City with all respective requests for payment. Payment shall be withheld by the City until this provision is complied with. It is expected that the Contractor will endeavor to sell or reclaim construction material from the respective site thereby reducing the cost of demolition to the City.
- (B) The Contractor shall not remove the building(s) as a whole, or substantially as whole. He shall demolish them completely and remove the debris and other obstructions to the level of three feet below grade. Basement floors must be substantially broken to allow for adequate drainage. All buried tanks, drums, or containers are to be removed from the site when encountered.
- (C) The Contractor shall remove obstructions such as fences, clothes poles, flag poles, and frame work of any description.
- (D) The City shall select all trees and other vegetation to be retained on the site. It is the obligation of the Contractor to protect that vegetation requested by the City to be retained.

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- (E) The Contractor shall erect and maintain in good order adequate barricades on and about the site.
- (F) The Contractor shall demolish masonry walls in small sections taking care to lower and remove structural steel, cast iron framing, and heavy timbers. The Contractor shall remove basement partitions, furnaces, heating apparatus, piping, stairways and similar materials.
- (G) The Contractor shall break up existing floors and remove all wood construction. The Contractor shall remove floor construction over basement or cellar spaces, regardless of its level with relation to the curb levels.
- (H) The Contractor is not back fill or fill any area unless the Director of Engineering and Central Permit Office are notified so that respective inspectors can be present at the site to check that all walls are demolished to at least three (3) feet below natural grade, and that no debris is buried at the demolition site, and to ensure the basement slab is broken. Any work completed without the approval of the Inspectors will not be approved. It is required that the contractor provide the City with four 8" x 10" Black and White photographs of a complete unobstructed view of the site two (2) before demolition begins and two (2) upon completion of all work. It is required that the City receive the photographs, appropriately labeled as to the address and lot and block of the property, prior to payment for services rendered.
- (I) During the demolition operations the Contractor shall keep all work thoroughly wetted down to prevent dust and dirt from rising. The contractor shall provide water lines for this purpose and furnish all connections that may be required. Upon work completions the contractor shall remove temporarily installed water lines. Necessary permits for the use of City water are required to be obtained by the Contractor.
- (J) The Contractor shall properly grade the site following demolition and remove debris so as not to adversely effect abutting property owners nor to cause excessive surface drainage to flow into or over adjacent properties. The cost thereof shall be borne by the contractor.

5. UTILITY LINES:

- (A) The Contractor shall seal all sanitary and/or storm sewer connections leading from the building(s) requiring demolition. Sealing shall be effected by the use of either standard commercial plugs of appropriate size, or with ample concrete. Sealing shall be performed no farther than two (2) feet from the inside edge of the sidewalk, or at the curblin, whichever provide the best location to adequately and properly plug the opening. Contractors may choose to seal the sewer(s) working from inside the building. Where a sewer runs through an exterior wall above the basement floor, contractor must break out the wall around the sewer for a minimum clearance of six(6) inches around the sewer. Sewer must be broken and removed

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out to a minimum of six inches beyond the exterior of the wall. Sewer is to be sealed at this point six inches outside of the exterior of the wall.

Where a sewer runs beneath the basement floor, contractor must thoroughly break up the floor over the area where the sewer exits the building. Sewer is to be dug up and broken at the wall line. Sewer is to be sealed at the wall line.

Contractors may perform the work before or after demolishing the building.

All sealing of sewers must be witnessed by an inspector. Call 733-4356 to prearrange inspections.

No demolition site shall be backfilled before the inspector has completed his inspection. Failure to abide by the requirements of this clause shall constitute grounds for the withholding of payment to the Contractor until it is demonstrated to the City that such work has been performed.

Although it is assumed that water services are disconnected, the Contractor shall contact the Division of Water/Sewer Utility to remove live water to actually servicing the building(s) requiring demolition as per the rules and regulations of the Division of Water/Sewer Utility. The Contractor shall have all steam and gas turned off at existing valves by and under the supervision of the utility company owning the service.

6. MAINTAINING TRAFFIC:

- (A) The contractor shall not close or obstruct streets, sidewalks, alleys, or passageways, without a permit from the City's Division of Streets and Sidewalks, and the Traffic Engineering Section. The Contractor shall not place, nor store materials in the streets, sidewalks, alleyways, or any lot in the City.
- (B) The Contractor shall conduct operations with a minimum of disruption of traffic roads, streets, driveways, alleys, sidewalks, or facilities.
- (C) The Contractor shall provide, erect, and maintain warning lights, barriers, sidewalk barricades and the like, pursuant to all laws, rules and regulations.

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7. PROTECTION OF STRUCTURE AND PROPERTY:

- (A) The contractor shall execute demolition work to ensure adjacent property against damages which might occur from falling debris or other cause. The contractor shall not interfere with the use of adjacent building(s); and shall maintain free and safe passage to and from same.
- (B) The contractor shall take precautions to guard against the movement or settlement of adjacent building(s) and other structures, for a period not to exceed six months from the date of completion. Provide and place all bracing or shoring necessary or proper in connection there within. The contractor shall be responsible for the safe support of all such building(s) and shall be liable for any such movement or settlement and any damage or injury caused thereby or resulting therefrom. If at any time the safety of any adjacent building(s) appears to be endangered, the contractor shall cease operations, notify the owner and the city, take precautions to support such building(s), and shall not resume operations until receiving written permission from the Director of Engineering. If the owner considers additional bracing or shoring necessary to safeguard or prevent such movement or settlement, the contractor shall install bracing or shoring upon bracing or shoring may be place by owner at the contractor's expense.
- (C) The contractor shall take all precautions to guard against the movement, settlement or collapse of any sidewalks or street passages of adjoining property and shall be liable for any movement, settlement or collapse and shall repair promptly such damage when so ordered by the Director of Engineering or his designee.
- (D) The contractor shall repair all damage done to owner's property or any other person, or persons on or off premises by reason of required work.
- (E) The contractor shall fill areaways, vaults, exterior cellar stairs, other openings beyond the building with clean fill, no debris or demolition material is to be placed on site or buried therein. The contractor shall remove all curbs, and other protruding structures of raised areas, down to the sidewalk level. Where the quantity of acceptable clean fill is insufficient to fill such openings, the contractor shall provide and install additional acceptable material for this purpose. The contractor shall compact the fill in openings which are within sidewalk area to avoid settlement.

Any sidewalk, or curbing broken or displaced must be restored at the Contractor's expense as per the standard specifications used by the City for such purpose.

- (F) Where the building to be demolished adjoins another building which is to remain standing, to which it is connected by party wall, the party wall shall remain in its entirety, unless otherwise specified in writing by the City. In such a case, the contractor shall:
1. bend over anchors at beam ends in the standing party wall and brick up open beam holes. Where conditions make it necessary, the contractor shall add required anchoring to party walls, to insure safety thereof.
 2. remove unnecessary chimney breasts and other projections and brick up openings flush on exposed side of the standing party wall. The contractor shall also point and patch masonry in the standing party wall which is in poor condition.

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3. remove all walls which inters - standing party wall are to be removed (such as front, rear) and cut, neatly at the juncture face with the standing party wall.
4. repair roofing, cornice, leader pipe, or other existing arrangement for protection of building against the elements which will be cut or disturbed by the removal of the adjoining building. The contractor shall also render the same servicable for such intended purpose.
5. not demolish, remove or disturb the existing party wall, or fire escape balconies when such demolition, removal or disturbance will destroy full effectiveness of such party wall balconies as means egress, unless and until the structure so deprived has been provided with legal fire escape or other means of egress, which meet the requirements of the authorities having jurisdiction. The contractor shall provide all labor equipment and materials to satisfy foregoing requirements without extra cost to the owner.
6. where the party wall, which is to remain standing is of wood frame construction, the contractor shall cover the entire outside frame surface of the party wall with a double layer of 15 lb., roofing felt, applying the same with vertical joints lapped 6" and secure roofing felt in place with wood strips 3" wide. The contractor shall nail horizontally along each horizontal lap and nail wood lathing strips to alternate vertical studs. In no case shall the nails be more than 32" apart.
7. where the demolition of building (s) results in the exposing of the studdings of adjacent wood frame wall, cover all frame walls with 7/8 x 6" matched spruce sheathing dressed on one side, put on diagonally, nailed to every bearing and breaking joint at every third board. All outside frame walls shall be covered with heavy resin and sized sheathing paper, and shall be well lapped and turned in at all openings. Exterior frame walls shall be covered with clapboard. The siding shall be laid with 1 1/4" lap closely butted at all joints and well nailed to every bearing with sixpenny nails countersunk for puttying. The siding shall be butted against 1-1/8" x 4" corner boards. The exterior woodwork shall be primed, puttied and given two good coats of oil paint in colors similar to other exterior walls.
8. before starting demolition of adjoining building, the contractor shall make inspection with the owner to determine the physical condition of the building to remain standing.

8. DEBRIS:

- (A) The contractor shall remove all debris resulting from the demolition.
- (B) The contractor shall also remove, as it accumulates, all excess debris. The contractor shall not store, or permit debris to accumulate on the site. If the contractor fails to remove excess debris after more than 48 hours and after written notification by the Director of Engineering to the contractor for said removal the City reserves the right to cause the same to be removed at the contractor's expense. Costs incurred by the City shall be deducted from the payments to be made to the Contractor.

9. CLEANING:

- (A) Upon work completion, the contractor shall remove all tools, equipment, materials and supplies, apparatus, temporary toilets and rubbish of every sort.

10. INDEMNITY AND INSURANCE:

- (A) The contractor shall provide Workmen's Compensation Insurance, in accordance with the requirements of the laws of the State of New Jersey. He shall also carry Public Liability & Property Damage Contingent Liability insurance to indemnify the City of Newark and the public against any loss due to injuries, accidents or damages of any loss due to injuries, accidents or damages of any character whatsoever, resulting from the performance of work under this contract, and to also indemnify and save harmless the City of Newark, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgements of any nature and description brought or recovered against the City of Newark, or its representative, by reason of damages to the person or property or any person or persons when such damage is the result of any act or omission of the contractor, his agents or his employees in or due to the execution of the work called for under the contract.
- (B) Carry appropriate bodily injury Liability Insurance with limits of not less than \$500,000 for each person and 1,000,000 for each accident. Such insurance shall include requirements for the protection of elevator operations, when applicable and servicing area adjacent to the building.
- (C) Carry property damage Liability Insurance with a limit of not less than 500,000 for each accident.
- (D) Carry automobile bodily injury Liability Insurance with limits of not less than \$250,000 for each person, and \$500,000 for each accident, and property damage Liability Insurance with a limit of not less than \$100,000 for each accident.
- (E) Provide a Certificate of Insurance, showing that both the contractor and the City of Newark, New Jersey, are named as assured, in conformance with the above, a copy shall be filed with the Division of Central Purchase, subject to approval of the Corporation Counsel.

11. PERMITS, LICENSE, LAWS, RULES AND REGULATIONS:

- (A) The contractor shall obtain all necessary local, state, and federal permits and licenses in order to undertake the work herein noted. Fees for all permits and licenses shall be paid for by the Contractor.
- (B) The contractor must comply with the terms and conditions of all permits, licenses, laws, rules and regulations of the federal state and local government jurisdictions.
- (C) All permits must be obtained by the Contractor prior to initiating work.

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12. Clean Fill Shall be defined as non-saturated soil material which is free from demolition or construction debris, rubbish, garbage, masonry material, rocks over 4" in diameter, tree trunks and limbs., stumps and other deleterious material which in the opinion of the Engineer is objectionable.

SCHEDULE B

SOCIETY HILL AT UNIVERSITY HEIGHTS III
SITE C & E

CLEARING/DEMOLITION

SCHEDULE OF DRAWINGS

<u>1.</u>	<u>Najarian</u>	<u>Drawing#</u>	<u>Sheet</u>	<u>Date</u>	<u>Revision</u>
	Grading Plan	3328-790	6 of 16	6/12/92	
	Demolition Plan	3328-779	S1 of 2	6/24/92	
			S2 of 2	6/24/92	
<u>2.</u>	<u>Richlan, Lupo & Pronesti</u>				
	Topographic Survey			5/12/92	6/1/92
<u>3.</u>	<u>Jersey Boring & Drilling Co., Inc.</u>				
	Pavement Coring and Locations			7/7/92	

SCHEDULE A

**SOCIETY HILL AT UNIVERSITY HEIGHTS III
SITE C & E**

CLEARING/DEMOLITION

<u>I. CLEARING AND GRUBBING</u>	<u>Total</u>
	<u>\$75,200.00</u>

II. SURFACE STRUCTURE

<u>A. Building #</u>	<u>Extermination</u>	<u>Demolition</u>	<u>Backfill</u>	<u>Total</u>
#01	<u>\$-----</u>	<u>\$-----</u>	<u>\$-----</u>	<u>\$=-----</u>
#02	<u>\$100.00</u>	<u>\$ 6800.00</u>	<u>\$ 900.00</u>	<u>\$7800.00</u>
#03	<u>\$150.00</u>	<u>\$ 17900.00</u>	<u>\$ 1300.00</u>	<u>\$ 19350.00</u>
#04	<u>\$500.00</u>	<u>\$ 61000.00</u>	<u>\$ 1900.00</u>	<u>\$ 63400.00</u>
#05	<u>\$500.00</u>	<u>\$ 37250.00</u>	<u>\$ 1900.00</u>	<u>\$ 39650.00</u>
#06	<u>\$100.00</u>	<u>\$ 8900.00</u>	<u>\$ -0-</u>	<u>\$ 9000.00</u>
#07	<u>\$100.00</u>	<u>\$ 8500.00</u>	<u>\$ 900.00</u>	<u>\$ 9500.00</u>
#08	<u>\$100.00</u>	<u>\$ 2500.00</u>	<u>\$ -0-</u>	<u>\$ 2600.00</u>
#09	<u>\$100.00</u>	<u>\$ 15500.00</u>	<u>\$ 900.00</u>	<u>\$ 16500.00</u>
#10	<u>\$100.00</u>	<u>\$ 13500.00</u>	<u>\$ 900.00</u>	<u>\$ 14500.00</u>
#11	<u>\$100.00</u>	<u>\$ 13500.00</u>	<u>\$ 900.00</u>	<u>\$ 14500.00</u>
#12	<u>\$100.00</u>	<u>\$ 13500.00</u>	<u>\$ 900.00</u>	<u>\$ 14500.00</u>
#13	<u>\$100.00</u>	<u>\$ 4000.00</u>	<u>\$ -0-</u>	<u>\$ 4100.00</u>
#14	<u>\$300.00</u>	<u>\$ 28500.00</u>	<u>\$ 1900.00</u>	<u>\$ 30700.00</u>
#15	<u>\$100.00</u>	<u>\$ 13500.00</u>	<u>\$ 900.00</u>	<u>\$ 14500.00</u>
#16	<u>\$100.00</u>	<u>\$ 8000.00</u>	<u>\$ 900.00</u>	<u>\$ 9000.00</u>
#17	<u>\$-----</u>	<u>\$-----</u>	<u>\$-----</u>	<u>\$-----</u>
#18	<u>\$150.00</u>	<u>\$ 12000.00</u>	<u>\$ -0-</u>	<u>\$ 12150.00</u>
#19	<u>\$100.00</u>	<u>\$ 8000.00</u>	<u>\$ 900.00</u>	<u>\$ 9000.00</u>
#20	<u>\$150.00</u>	<u>\$ 16500.00</u>	<u>\$ 1300.00</u>	<u>\$ 17950.00</u>

SCHEDULE A

SOCIETY HILL AT UNIVERSITY HEIGHTS III SITE C & E

CLEARING/DEMOLITION

<u>Building #</u>	<u>Extermination</u>	<u>Demolition</u>	<u>Backfill</u>	<u>Total</u>
#21	\$50.00	\$ 2500.00	\$ -0-	\$ 2550.00
#22	\$150.00	\$ 24500.00	\$ 900.00	\$ 25550.00
#23	\$100.00	\$ 13500.00	\$ 900.00	\$ 14500.00
#24	\$200.00	\$ 21000.00	\$ 900.00	\$ 22100.00
#25	\$100.00	\$ 4000.00	\$ -0-	\$ 4100.00
#26	\$100.00	\$ 11500.00	\$ 900.00	\$ 12500.00
#27	\$100.00	\$ 11500.00	\$ 900.00	\$ 12500.00
#28	\$100.00	\$ 10500.00	\$ 900.00	\$ 11500.00
#29	\$100.00	\$ 10500.00	\$ 900.00	\$ 11500.00
#30	\$ -----	\$ -----	\$ -----	\$ -----
#31	\$ 500.00	\$ 46000.00	\$ 1900.00	\$ 48400.00
#32	\$ -----	\$ -----	\$ -----	\$ -----
#33	\$ -----	\$ -----	\$ -----	\$ -----
#34	\$ -----	\$ -----	\$ -----	\$ -----
TOTAL CONTRACT				\$ 549100.00

	<u>TOTAL QUANT.</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
REMOVE AND OFFSITE DISPOSAL			
A. Sidewalks (s.f.)	27850	\$ 1.19	\$ 33141.50
B. Curb (l.f.)	5570	\$ 2.96	\$ 16487.20
C. Roads (s.f.)	97475	\$ 1.19	\$ 115995.25
D. Contaminated Soil (c.y.)	500	\$ 70.00	\$ 35000.00
E. Concrete/Brick Walls (l.f.)	200	\$ 12.00	\$ 2400.00
F. Surface Debris (TN)	200	\$ 90.00	\$ 18000.00
		\$	\$
		\$	\$
		\$	\$
Surface Demolition Subtotal			\$

SCHEDULE A

**SOCIETY HILL AT UNIVERSITY HEIGHTS III
SITE C & E**

CLEARING/DEMOLITION

II. SUBSURFACE STRUCTURES

	<u>TOTAL QUANT.</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
A. Foundations (ea.)	<u>35</u>	\$ 3550.00	\$ 124250.00
B. Disposal of debris material. Unit Prices include all labor for removal, loading and proper disposal.			
Contaminated Soil		\$ 70.00 (TN)	
Concrete		\$ 16.75 (TN)	
Asphalt		\$ 21.00 (TN)	
Steel/Wire		\$ 14.00 (TN)	
Wood		\$ 31.00 (TN)	
Miscellaneous (Tire, wood, rubble, etc.)		\$ 90.00 (TN)	
Subsurface Structure Subtotal			\$ _____

III. UTILITIES - prices include removal, disposal offsite and backfill of areas

	<u>TOTAL QUANT.</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
Inlet Structures	<u>1</u> ea.	\$ 1725.00	\$ 1725.00
Manholes	<u>1</u> ea.	\$ 1725.00	\$ 1725.00
Storm Pipe	<u>1</u> ft.	\$ 21.10	\$ 21.10
Sanitary Pipe	<u>1</u> ft.	\$ 21.10	\$ 21.10
Miscellaneous _____		\$ _____	\$ _____
_____		\$ _____	\$ _____
_____		\$ _____	\$ _____
_____		\$ _____	\$ _____
_____		\$ _____	\$ _____
_____		\$ _____	\$ _____
_____		\$ _____	\$ _____
Utility Subtotal			\$ _____
Total Lump Sum			\$ _____

Submit daily equipment rental rates for machinery with operator. Price includes all manning, fuel and repairs and may be rented on a hourly basis 1/8 the daily rate cost.